

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

GRAZIA PUZZANGARA,

Plaintiff,

v.

CONSUMER RECOVERY ASSOCIATES,
L.L.C., a/k/a CRA a/k/a C & RA &
ASSOCIATES, a/k/a CR AND CC
ASSOCIATES, et al.,

Defendants.

CIVIL ACTION NO. 2:11-cv-00569-PBT

OFFER OF JUDGMENT

DATE: June 22, 2011

TO: Grazia Puzzangara, (hereinafter "Plaintiff"), by and through Plaintiff's attorney, Brian T. Shaw, Law Offices of Dimitrios Kolovos, L.L.C.

Pursuant to Fed. R. Civ. P. 68, Defendant, Consumer Recovery Associates, L.L.C., (hereinafter "CRA") hereby offers to allow judgment to be taken against it in favor of Plaintiff, as follows:

1. Judgment shall be entered against CRA in the amount of Two Thousand One Hundred Twenty Five and No/100 Dollars (\$2,125) for statutory and/or actual damages incurred by Plaintiff as a result of CRA's alleged violations of the Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. § 1692, *et seq.*;
2. In addition, the Judgment entered shall include an additional amount for Plaintiff's reasonable costs and attorney's fees accrued through the date of service of this Offer of Judgment either: 1) as agreed to by counsel for the parties; or 2) in the event counsel cannot agree, as determined by the Court upon application by Plaintiff's counsel;
3. The Judgment entered in accordance with this Offer of Judgment is to be in total settlement of any and all claims by Plaintiff against CRA, said judgment shall

have no effect whatsoever except in settlement of those claims;

4. **This Offer of Judgment is made solely for the purposes specified in Fed. R. Civ. P. 68, and is not to be construed either as an admission that CRA is liable in this action, or that Plaintiff has suffered any damage;**
5. In accordance with Fed. R. Civ. P. 68, if this Offer of Judgment is not accepted by Plaintiff within 14 days after service of the Offer, the Offer shall be deemed withdrawn and evidence of this Offer will be inadmissible except in any proceeding to recover costs. If this Offer of Judgment is not accepted by Plaintiff and the judgment finally obtained by Plaintiff is not more favorable than this Offer, the Plaintiff must pay Plaintiff's costs incurred after making this Offer, as well as the costs of CRA as allowed by the law of this Circuit.

ACCEPTED: Grazia Puzzangara
Grazia Puzzangara

DATE: 6-22-11

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing has been forwarded to all counsel of record ___ by hand; ___ by ECF/CM; ___ by fax; XXX by e-mail; ___ by FedEx; ___ by placing a copy of same in the U.S. Mail, postage prepaid this 17 day of June 2011.

/s/ Aaron R. Easley
Attorney

Respectfully submitted,

/s/Aaron R. Easley
Aaron R. Easley, Esq. (73683)
Sessions, Fishman, Nathan & Israel, L.L.C.
200 Route 31 North, Suite 203
Flemington, NJ 08822-5736
Telephone: (908) 751-5940
Facsimile: (908) 751-5944
E-mail: aeasley@sessions-law.biz
Attorneys for Defendant,
Consumer Recovery Associates, L.L.C.